IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO. 2021-015089-CA-43

In Re:

CHAMPLAIN TOWERS SOUTH COLLAPSE LITIGATION
_____/

TOWN OF SURFSIDE'S MOTION TO APPROVE COST ALLOCATION PROPOSAL

The Town of Surfside, Florida ("Town") as an interested party, government body, and potential party to this action, hereby moves for entry of an order: (1) permitting the Town to share 10% of the cost of the destructive inspections; (2) capping that cost at $500,000 pending further review by the Town; and (3) allowing the Town to choose not to participate in the destructive inspections any further should the expense reach or exceed the proposed cap. IN support, the Town states as follows:

INTRODUCTION

The Town has stated and consistently maintained, since the Champlain Towers South ("CTS") tragedy occurred, that it holds an obligation to ensure the health, safety and welfare of its residents. It

believes that it has a duty to find out what happened on behalf of its residents, which include the victims and survivors of the CTS collapse. To that end, before anyone else (including Miami Dade County) the Town hired one of the best experts in the world to investigate the cause. The Town, at that time, had every intention of developing a protocol and paying for the needed investigation, the results of which it intended to share with the world.

Unfortunately, the Town's intentions were overcome by Miami Dade County's decision to exclude everyone, except NIST, from the site of the collapse. Following that, this action began, giving the Court full control over the site both because of its jurisdiction and the appointment of a receiver. The Town has never been made a party and, consequently, its ability to pursue its investigation has been restricted and limited.

The Town recognizes that the Court exercised discretion, which it was not required to do, to allow the Town's expert to participate in the inspection protocols. Unfortunately, participation alone is not enough. The Town also needs access to the information produced by the joint inspection in order to achieve its stated goals. While the

Town has *always* been prepared to pay a significant sum for that information, the nature of this dispute has caused that sum to not only become highly uncertain, but potentially *five times greater* than expected; and possibly even more. This is not tenable for the Town or other smaller, potential parties.

The Town simply cannot bear a full equal share of that cost, especially given the open-ended and preliminary estimates offered by the existing parties. The Town is willing to participate at a fixed percentage of 10% of the costs or $500,000, whichever is less. The Town also needs the choice to cease its participation should it deem it necessary or prudent to withdraw.

The Town's proposal is reasonable under the circumstances. Among those circumstances is the Town's dual role as a government entity and as a potential party that may need to present a case at trial. There should be no question that the Town has a moral and ethical obligation to its residents to determine what happened and make any necessary changes to its ordinances, even if it lacks a constitutional right to do enter the property and inspect on its own.

The Town knows that there is a high risk that the inspection results will be lost if the action settles without a final determination as to what that information discloses. Only the Town, in its role as a government, has an interest in what that information contains *that will continue beyond global settlements*, should those occur.

The Town is aware that NIST is conducting an investigation. However, by its nature, the information expected to be obtained during the parties' destructive protocols *was not* collected by NIST. NIST may or may not seek to evaluate it. The Town believes, firmly, that someone ought to make use of that information no matter what happens in this action.

The Town is willing to be the entity that uses that information regardless of the results of the lawsuit. Consequently, the Town has done its best, under the existing conditions, to authorize public funds to acquire it.

Accordingly, pursuant to the January 21, 2022 order approving the inspection protocol, which authorizes the Court to make the cost allocation, the Town respectfully requests that the Court grant this

motion, allowing the Town to continue its participation under the proposed terms.

ARGUMENT

I. The Town Is Authorized To Observe The Inspection Protocols.

On January 21, 2022 the Court approved the parties' destructive protocol with respect to the collapse site. Ex. 1 ("Joint Protocol"). In that order, and by agreement among the current parties, the Court decides the allocation of costs. Joint Protocol at p.2, ¶5. Previously, on December 22, 2022, the Court granted the Town's request to participate in the Joint Protocol, despite not being a party. Ex. 2. That order, however, restricts the Town's participation to that of an interested observer. The Town cannot object to the Joint Protocol (or any protocol) and it may not compel any party to consider its input. *Id.* The other parties to the litigation urged these restrictions as part of their objections to the Town's request to participate in the Joint Protocol.

II. The Town May Be Prejudiced Because Of The Parties' Actions.

What is troubling is that some of the parties seeking to exclude the Town have given the Town notice, under section 768.28, Fla. Stat. of their intent to sue. Despite declaring their intent to sue, they have actively sought to prevent the Town from preserving its defenses, including the ability to offer expert opinion at trial as to the cause of the collapse. No existing party has been restricted in the same manner as the Town. The Town is unaware of any other government being placed on notice of suit.

Remarkably, not one of the existing parties has sought to limit or avoid the six-month investigation period provided to the Town by section 768.28.[1] None of them have acknowledged or recognized the undue burden placed upon the Town by threatening litigation, delaying the Town's right to compulsory process, and fighting the Town's efforts to participate, all while they forge ahead with a

[1] The Town is unable to waive the investigation period on its own due to obligations it owes to its liability insurance carrier. The Town cannot prejudice the carrier's right to control litigation, including when litigation can be initiated against the Town, by taking unilateral action.

destructive inspection protocol that will, by its nature, destroy evidence.

The Town has accepted the Court's rulings and complied with the Court's orders. While the Town understands the Court's purpose, the limitations placed upon it may already have resulting in material harm to the Town's legal position as a party, should that occur. As a result, the Town's respect for the Court and its compliance with orders should not be construed as a waiver of the Town's right to assert prejudice or spoliation of evidence at a later time.

III. The Town Is Attempting To Avoid Prejudice And Protect Its Legitimate Interests As A Government And Potential Party.

By this Motion, the Town seeks to avoid further, possibly irreparable, adverse impact upon its dual role as a government entity and a potential party. Although the Town has conceded, as it must, that it has no constitutional right to investigate or access to compulsory process at this stage, there should be no dispute that the Town has a moral and ethical obligation to ensure that a complete understanding of what happened is obtained. As its elected officials have expressed since the day of the collapse, they believe they have

a duty to their residents to uncover what happened and prevent it from happening again, all in the interest of public safety.

However, because the Town is not a party, it must spend public money to participate in this action. Following the collapse, Miami Dade County shut the Town out of the County's investigation, allowing only NIST to inspect the site. NIST, for its part, should have coordinated its investigation, "to the extent practicable, with qualified researchers who are conducting engineering or scientific … research relating to the building failure." *See* 15 U.S.C. 7303(c)(2). There was no attempt to coordinate with the Town or its expert. Once the County's investigation concluded, the site was turned over to the Receiver, who has also refused to allow the Town to enter and inspect, even joining the plaintiffs in their opposition to the Town's participation in the destructive testing.

IV. Although The Parties Have Refused To Share With The Town, The Town Has Shared With The Parties.

What the parties continuously overlook, and never mention to the Court, is that they have relied upon the Town to do several things. In October, Miami Dade County abandoned the site without notice to

anyone. This resulted in the loss of pumps needed to remove water, with the result that the site flooded, possibly destroying evidence.

The Town paid for pumps to remove that flood water and disposed of it in the Town's stormwater system, which is operated by the Town and paid for by residents of the Town.

The Town paid for its own investigator. The Receiver himself has consulted with and utilized the expertise of the Town's expert on many occasions, but the Town has never sought reimbursement for that time.

The Town paid for:

> 1. Light Detection and Ranging ("LIDAR") surveying and the survey results of all physical elements of the site, including a topographical analysis of the basement slab;
>
> 2. Metallurgical testing (non destructive);
>
> 3. Ground Penetrating Rader ("GPR") surveying of reinforcing and the basement slab; and
>
> 4. X-rays of encapsulated columns at the site.

The cost of that work is approximately $150,000, yet the Town *shared the results with every party*, without demanding any cost

sharing agreement. All of these four items are part of the Court approved Joint Protocol. Already, the Town has defrayed the parties' expense, but receives nothing, not even the unopposed ability to participate, in return.

Not one party, not even the Receiver, mentioned the Town's contributions on Friday, January 21, 2022 at the case management conference. To the contrary, the Receiver actually suggested the Town was unwilling to pay its fair share despite knowing that the Town had done these things and that the Town was willing to pay $200,000 more, as presented at the time.

V. The Parties Have Not Reached Agreement Concerning The Town's Share Of The Costs.

At that same hearing, the Court asked the Town and other parties to reach an agreement on the Town's participation. The Town has attempted to do so, but at least as of the time of filing this Motion, without success.[2] As a result, the Town's attorney needed further direction from the Town Commission in anticipation of being asked

[2] The Town's attorneys will continue to try to work with the existing parties to reach an agreement until the last possible moment.

on January 28, 2022 what the Town's position on the inspection protocol costs would be.

VI. On January 26, 2022, The Town Held An Emergency Meeting To Authorize Even More Contribution To The Costs.

The Town, like other Florida government entities, operates through public meetings and according to Florida's Sunshine Law. Only the Town Commission, at a public meeting, can authorize and approve significant expenditure of public funds.

The Town Manager requested an emergency special meeting of the Town Commission, which took place on January 26, 2022. The Town's attorneys were, as a result, required to appear in public and seek direction from their client. This, too, is a burden no other party to this action shares.

Over the course of four hours, the elected officials sought to balance the substantial and potentially open-ended expenditure of tax-payer money against the need to know what happened. After discussion, the Town authorized payment of 10% of the inspection protocol costs or $500,000, whichever is less, and the ability of the

Town to choose not to participate further at any time.[3] The Town also directed the attorneys to return for further discussion if (1) the cap is reached and the inspections are not complete; or (2) if the parties are able to provide a firm, total cost for the Town's share. In other words, the Town may be able to authorize more contribution, if there is more information or more accurate and precise estimates of the costs involved.

The Town was, in its own words, unable to authorize a "blank check." This was expressed by not only elected officials, but also members of the public during the meeting. The existing estimates for the proposal fix neither the costs of the work nor the percentage share of any party or interested party. The Town understands that the existing arrangement among the parties' results in a fixed percentage for the plaintiffs, but a shifting percentage for the defendants, which may be greater or lesser than it currently is depending on the number of defendants participating. The Town does not fall into either category, despite its desire to be treated the

[3] This possibility was suggested by Mr. Thomas during the January 21, 2022 hearing. The Town understands that Mr. Thomas acts as the defendants' lead attorney concerning the inspection process.

same as any other party due to the notices of suit. All of this has left the Town's monetary exposure entirely uncertain.

VII. The Town's Proposal Is Reasonable And Will Benefit The Parties And The Public.

The Town's proposal is a reasonable share of the costs and a reasonable cap in light of all the circumstances and uncertainties, as articulated above. It protects the Town's interest in participating in the protocol as a potential party and protects the Town's interest in investigating the cause as a government expending public funds.

This proposal reduces the risk of prejudice if (when) the Town is made a party to the lawsuit. This risk increases every time there is additional activity by the parties, which the Town cannot meaningfully participate in. The Town is not asserting the existence of prejudicial harm now, but it does reserve argument on those issues for a proper time. The point the Town desires to make is that prohibiting the Town from participating in the destructive inspection process, when the Town is proposing reasonable terms to share in the costs, will significantly increase the risk of prejudice.

The Town's willingness to participate by paying an additional $500,000 (perhaps more) in addition to the more than $150,000 it

has paid already, can and should serve to reduce every other parties' costs, including those of the plaintiffs.

VIII. The Town Seeks Information In Service Of The Public Interest.

The Town recognized on January 21, 2022, during oral argument, that it does not have to participate or pay money for these inspections. Nevertheless, it has chosen to do so at public expense. It is doing so because it resolutely believes it needs the information to fulfill its role as a government even if it never becomes a party.

As the Town's elected officials often expressed during the emergency meeting on January 27, the Town believes it owes a moral and ethical obligation to the Town's residents to discover the cause of the collapse. While there may not be a constitutional right or duty, that does not change the nature of the key issue from the Town's perspective. But the Town is not a large municipality and its ability to participate using public funds is not inexhaustible.

Because the parties can settle their disputes, there is a *great risk* that this case will not end with any trial on the merits. There is a significant chance that no expert will ever testify and there will never be a finding of cause, based on the inspections conducted by

the parties. Accordingly, the information that is obtained could easily go to waste as a result.

CONCLUSION

Regardless of whether the Town is sued or the case settles, there is still a legitimate public interest in and a need for the inspection results. There is no guarantee that NIST will reach a definite conclusion on the cause or even the correct one. NIST's experts are just as fallible as any other expert is. Relying entirely on that investigation is akin to placing all of one's eggs in a single basket. There is no certainty that NIST will even want to see all of the results of the inspection in this case. By its nature, the destructive inspection by the parties only includes information that NIST *did not* collect and *has not* considered.

The Town should be allowed to participate under the terms of its proposal. This will both ensure that this valuable data, which cannot be obtained by any other means, is not lost, and that the Town's defense, if that becomes necessary, is not irreparably prejudiced.

Wherefore, the Town respectfully requests the entry of an order:

1. Confirming the Town's expert's right to participate in the inspection protocols;

2. Allocating to the Town 10% of the inspection costs up to an initial cap of $500,000;

3. Allowing the Town to cease participation when the Town deems it necessary or prudent, retaining the data derived from the work on the protocol performed up to that point; and

4. Such other and further relief as the Court deems just and equitable.

CERTIFICATE OF SERVICE

I certify that the foregoing document has been furnished to all counsel or parties of record via Florida's e-portal on January 28, 2022.

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
Attorneys for Town of Surfside
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134
Tel: 305-854-0800/Fax: 305-854-2323

By: /s/ Eric P. Hockman
JOSEPH H. SEROTA
Florida Bar No. 259111
JSerota@wsh-law.com
LMartinez@wsh-law.com
ERIC P. HOCKMAN
Florida Bar No. 64879
EHockman@wsh-law.com
LMartinez@wsh-law.com

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO: 2021-015089-CA-01
SECTION: CA43
JUDGE: Michael Hanzman

In Re: Champlain Towers South Collapse Litigation
Plaintiff(s)

vs.

N/A
Defendant(s)
_____/

ORDER REGARDING JOINT PROTOCOL FOR TESTING AND MATERIAL SAMPLING – COLLAPSE SITE

THIS CAUSE came before the Court upon a series of conferences and hearings, including the December 22, 2021 evidentiary hearing, the Court's December 30, 2021 *sua sponte* Order, the Court's January 3, 2022 Order, and hearings on January 14, 2022 and January 21, 2022. The Court having considered the issues and positions of the parties, it is **ORDERED AND ADJUDGED** as follows:

1. The parties and their respective experts, consultants, and subcontractors shall promptly mobilize and begin invasive testing at the collapse site at the beginning of February. The invasive testing shall be performed pursuant to the agreed upon Champlain Towers South Collapse Investigation: Joint Protocol for Testing and Material Sampling – Collapse Site (the "Joint Testing Protocol"), which was submitted to the Court on January 21, 2022.
2. Unless otherwise provided in the Joint Testing Protocol, the testing performed on site will be coordinated and overseen by the independent Consultant, Geosyntec Consultants, Inc. ("Consultant"), which was chosen by the Receiver with the

Exhibit 1

consent of the Parties. The Consultant, subject to review by all parties, will employ testing agencies and contractors required to carry out the goals of the Joint Testing Protocol.

3. The Joint Testing Protocol shall allow all parties adequate opportunity to collect and test evidence so as to allow the parties to properly investigate the cause of this collapse as well as the claims advanced by Plaintiffs and any potential defenses.
4. The Parties shall keep the Court informed as to the scheduling and progress of the testing being performed pursuant to the Joint Testing Protocol.
5. Except for the costs attributable to additional or specialized testing, which costs are the sole responsibility of the Participant seeking such additional or specialized testing, each Participant's or other third-party's allocation of the costs incurred through performance of this Protocol shall be determined pursuant to an order from the Court to be issued subsequently.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 21st day of January, 2022.

2021-015089-CA-01 01-21-2022 1:47 PM

Hon. Michael Hanzman

CIRCUIT COURT JUDGE

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

Electronically Served:

Aaron Podhurst, apodhurst@podhurst.com

Aaron Podhurst, dricker@podhurst.com

Adam A Schwartzbaum, adams@moskowitz-law.com

Adam A Schwartzbaum, service@moskowitz-law.com
Adam A Schwartzbaum, dione@moskowitz-law.com
Adam Moskowitz, adam@moskowitz-law.com
Adam Moskowitz, dione@moskowitz-law.com
Adam Moskowitz, service@moskowitz-law.com
Alfred Armas, alfred@armaslaw.com
Alison E Patino, apatino@patinolaw.com
Amanda Anderson, AAnderson@insurance-counsel.com
Amanda K Anderson, eservice@insurance-counsel.com
Amanda K Anderson, aanderson@insurance-counsel.com
Amanda K Anderson, InsuranceCounsel2050@gmail.com
Andrew B. Yaffa, aby@grossmanroth.com
Andrew B. Yaffa, omb@grossmanroth.com
Andrew M Feldman, feldmana@kleinpark.com
Andrew M Feldman, montanem@kleinpark.com
Andrew M Feldman, piersonj@kleinpark.com
Andrew P. Gold, Esq., andrew.gold@akerman.com
Andrew P. Gold, Esq., jill.parnes@akerman.com
Andrew Paul Gold, andrew.gold@akerman.com
Andrew Paul Gold, jill.parnes@akerman.com
Anthony J Carriuolo, acarriuolo@bergersingerman.com
Anthony J Carriuolo, mnewland@bergersingerman.com
Anthony J Carriuolo, drt@bergersingerman.com
Anthony Perez, aperez@hsmpa.com
Aron Raskas, araskas@gunster.com
Aron Raskas, avalido@gunster.com
Aron Raskas, eservice@gunster.com
Benjamin Fernandez, IV, bfernandez@silvasilva.com
Benjamin Fernandez, IV, tgomez@silvasilva.com
Bernadette Vazquez, bvazquez@klugerkaplan.com
Bernadette Vazquez, clong@klugerkaplan.com
Bradford R. Sohn, brad@bradsohnlaw.com
Bradford R. Sohn, paralegal@bradsohnlaw.com
Bradford R. Sohn, service.bradsohnlaw@gmail.com
Bradley J Edwards, staff.efile@epllc.com
Bradley J Edwards, brad@epllc.com
Bradley J Edwards, maria@epllc.com
Brenda Radmacher, brenda.radmacher@akerman.com

Bret M Feldman, feldmanb@phelps.com
Bret M Feldman, yolanda.vazquez@phelps.com
Brian S Dervishi, bdervishi@wdpalaw.com
Brian S Dervishi, service@wdpalaw.com
Bruce Alan Katzen, bkatzen@klugerkaplan.com
Bruce Alan Katzen, cfalla@klugerkaplan.com
Bruce Alan Katzen, probate@klugerkaplan.com
Carlos A. Velasquez, CVelasquez@VDLawyers.com
Carlos A. Velasquez, Andrea@VDLawyers.com
Carlos E Silva, csilva@silvasilva.com
Carlos E Silva, mromera@silvasilva.com
Carlos M. Macias, macias@leesfield.com
Carlos M. Macias, becerra@leesfield.com
Carlos M. Macias, abreu@leesfield.com
Caroline Catchpole Spradlin, caroline.spradlin@phelps.com
Caroline Catchpole Spradlin, samantha.powell@phelps.com
Carolyn M. Luna, cluna@patinolaw.com
Christine L. Welstead, christine.welstead@bowmanandbrooke.com
Christine L. Welstead, ashleigh.carroll@bowmanandbrooke.com
Christine L. Welstead, lisa.morales@bowmanandbrooke.com
Christopher L Barnett, barnettch@gtlaw.com
Christopher L Barnett, nicauda@gtlaw.com
Christopher S Carver, christopher.carver@akerman.com
Christopher S Carver, cary.gonzalez@akerman.com
Cole Scott &Kissane PA, Ryan.Charlson@csklegal.com
Cole Scott &Kissane PA, Ryan.Soohoo@csklegal.com
Cole Scott &Kissane PA, Construction.FTLW@csklegal.com
Cosme Caballero, ccaballero@deutschblumberg.com
Cosme Caballero, kdominguez@deutschblumberg.com
Cosme Caballero, rvargas@deutschblumberg.com
Cosme Caballero, Esq., ccaballero@deutschblumberg.com
Cosme Caballero, Esq., bblumberg@deutschblumberg.com
Curtis Miner, curt@colson.com
Curtis Miner, claudiav@colson.com
Curtis Miner, eservice@colson.com
Daniel Y Gielchinsky, dan@dgimlaw.com
Daniel Y Gielchinsky, tatiana@dgimlaw.com
David B. Weinstein, weinsteind@gtlaw.com

David B. Weinstein, thomasm@gtlaw.com
David L Rosinsky Esq., LUKSFLL-Pleadings@LS-LAW.COM
David L Rosinsky Esq., Drosinsky@insurancedefense.net
David L Rosinsky Esq., drosenbaum@insurancedefense.net
David M Wells, dwells@gunster.com
David M Wells, dculmer@gunster.com
David M. Murray, dmmurray@miami-airport.com
David M. Murray, dmmurray@miami-airport.com
David M. Murray, rmartin@miami-airport.com
David M. Wells, dwells@gunster.com
David M. Wells, dculmer@gunster.com
David M. Wells, eservice@gunster.com
David Stanoch, david@honiklaw.com
Dorian N. Daggs, ddaggs@hsmpa.com
Douglas J. Kress, dkress@schwedpa.com
Douglas J. Kress, lrandell@schwedpa.com
Douglas J. Kress, amarcus@schwedpa.com
Dustin C. Blumenthal, dblumenthal@goldbergsegalla.com
Dustin C. Blumenthal, ppowers@goldbergsegalla.com
E. Bruce Johnson, johnson@jambg.com
E. Bruce Johnson, young@jambg.com
Edward Marod, emarod@gunster.com
Edward Marod, dpeterson@gunster.com
Edward R. Blumberg, erb@deutschblumberg.com
Edward R. Blumberg, rmitchell@deutschblumberg.com
Edward R. Blumberg, kdominguez@deutschblumberg.com
Elliot H. Scherker, scherkere@gtlaw.com
Elliot H. Scherker, miamiappellateservice@gtlaw.com
Eric P. Hockman, ehockman@wsh-law.com
Eric P. Hockman, lmartinez@wsh-law.com
Eric Page Hockman, ehockman@wsh-law.com
Eric Page Hockman, lmartinez@wsh-law.com
Eric S Kay, ekay@kttlaw.com
Eric S Kay, ga@kttlaw.com
Eric S Kay, agarcia@kttlaw.com
Felipe Gonzalez, fgonzalez@switkeslaw.com
Felipe Gonzalez, paralegal@switkeslaw.com
Felipe Gonzalez, paralegal@switkeslaw.com

Frank Florio, FFlorio@gunster.com
George R Truitt Jr., george.truitt@csklegal.com
George R Truitt Jr., construction.miami@csklegal.com
Gonzalo Barr, gbarr@dldlawyers.com
Gonzalo Barr, viviane@dldlawyers.com
Gonzalo Dorta, grd@dortalaw.com
Gonzalo R Dorta, grd@dortalaw.com
Gonzalo R Dorta, jpedraza@dortalaw.com
Gonzalo R Dorta, jgonzalez@dortalaw.com
Graham LippSmith, g@lippsmith.com
Graham LippSmith, mb@lippsmith.com
Graham LippSmith, cca@lippsmith.com
H. Clay Roberts, gloria@robertspa.com
H. Clay Roberts, roberts@robertspa.com
H. Clay Roberts, jennifer@robertspa.com
Hali E Marsocci, Hali@RomanoLawGroup.com
Hali E Marsocci, Becky@RomanoLawGroup.com
Hali E Marsocci, Service@RomanoLawGroup.com
Harley S. Tropin Esq., hst@kttlaw.com
Harley S. Tropin Esq., sf@kttlaw.com
Harley Tropin, hst@kttlaw.com
Henry Lawrence Perry, lperry@perry-young.com
Henry Lawrence Perry, kroberson@perry-young.com
Henry Lawrence Perry, frichard@perry-young.com
Henry N. Wixon, henry.wixon@nist.gov
Houston S. Park III, parkh@kleinpark.com
Houston S. Park III, harriss@kleinpark.com
Howard Kraft Pita, spita@pwdlawfirm.com
Howard Kraft Pita, lalvarez@pwdlawfirm.com
Howard Kraft Pita, pitaservice@pwdlawfirm.com
Howard M Bushman, howard@moskowitz-law.com
Howard M Bushman, dione@moskowitz-law.com
JOHN H RUIZ, jruiz@msprecoverylawfirm.com
JOHN H RUIZ, serve@msprecoverylawfirm.com
JOHN H RUIZ, jruiz@msprecovery.com
Janel C. Diamond, jdiamond@gunster.com
Javier A. Lopez Esq., jal@kttlaw.com
Javier A. Lopez Esq., ya@kttlaw.com

Javier A. Lopez Esq., fsr@kttlaw.com
Javier Zapata, jzapata@miamidade.gov
Jeffrey Lee Newsome II, jeffrey.newsome@phelps.com
Jeffrey Lee Newsome II, samantha.powell@phelps.com
Jeffrey Michael Cohen, jmcohen@cfjblaw.com
Jeffrey Michael Cohen, schacon@carltonfields.com
Jeffrey Michael Cohen, miaecf@cfdom.net
Jillian M Askren, askrenj@gtlaw.com
Jillian M Askren, thomasm@gtlaw.com
Joel L McNabney, joel.mcnabney@clydeco.us
Joel L McNabney, Audrie.Finney@clydeco.us
Joel L McNabney, miainsfilings@clydeco.us
John B. Morgan, jmorgan@forthepeople.com
John B. Morgan, kmitnik@forthepeople.com
John B. Morgan, andrew@forthepeople.com
John Davis, jdavis@slackdavis.com
John H. Ruiz, jruiz@msprecoverylawfirm.com
John H. Ruiz, serve@msprecoverylawfirm.com
John H. Ruiz, afernandez@msprecoverylawfirm.com
John Romano, John@RomanoLawGroup.com
John Scarola, _scarolateam@searcylaw.com
John Scarola, mmccann@searcylaw.com
John Scarola, _scarolateam@searcylaw.com
Jonathan E Kanov, jekanov@mdwcg.com
Jonathan E Kanov, kafriday@mdwcg.com
Jordi Guso, jguso@bergersingerman.com
Jordi Guso, drt@bergersingerman.com
Jordi Guso, fsellers@bergersingerman.com
Jorge A Calil Esq., jorge@jcalillaw.com
Jorge A Calil Esq., jeannie.calillaw@gmail.com
Jorge L. Piedra, jpiedra@kttlaw.com
Jorge L. Piedra, ga@kttlaw.com
Jorge Silva, jsilva@silvasilva.com
Jorge Silva, csilva@silvasilva.com
Jorge Silva, hsoto@silvasilva.com
Joseph H. Serota, jserota@wsh-law.com
Joseph H. Serota, lmartinez@wsh-law.com
Joseph M. Kaye, joseph@moskowitz-law.com

Joseph M. Kaye, dione@moskowitz-law.com
Josh M Rubens, jrubens@klugerkaplan.com
Josh M Rubens, cfalla@klugerkaplan.com
Josh M Rubens, cfernandez@klugerkaplan.com
Joshua Talcovitz, TalcovitzJ@kleinpark.com
Jourdan Leslie Weltman, jw0326@universalproperty.com
Jourdan Leslie Weltman, subrogationservice@universalproperty.com
Jourdan Leslie Weltman, vm1217@universalproperty.com
Judd G. Rosen, pleadings@goldbergandrosen.com
Judd G. Rosen, jgrsecy@goldbergandrosen.com
Julia Holden-Davis, JHoldenDavis@gunster.com
Julia Holden-Davis, dholland@gunster.com
Julian S. Geraci Esq., jgeraci@pbcgov.org
Julian S. Geraci Esq., aairey@pbcgov.org
Karen B Parker, kparker@kbparkerlaw.com
Karen B Parker, fmartinez@kbparkerlaw.com
Karen B Parker, ebacker@kbparkerlaw.com
Kenneth R Drake, kendrake@dldlawyers.com
Kenneth R Drake, viviane@dldlawyers.com
Kerry L. Burns, kburns@bergersingerman.com
Kerry L. Burns, efile@bergersingerman.com
Laritza Orozco, Orozcol@kleinpark.com
Laura Adams, lauraadams@miamisao.com
Lauren E. Morse, laurenm@miamidade.gov
Lauren E. Morse, olga1@miamidade.gov
Lauren E. Morse, hern@miamidade.gov
Lauren Morse, lauren.morse@miamidade.gov
Luis Eduardo Suarez, lsuarez@hsmpa.com
Luis Eduardo Suarez, filings@hsmpa.com
Manual Arteaga-Gomez, aag@grossmanroth.com
Marc J. Gottlieb, marc.gottlieb@akerman.com
Marc J. Gottlieb, joyce.gutierrez@akerman.com
Marc J. Gottlieb, Esq., marc.gottlieb@akerman.com
Marc J. Gottlieb, Esq., joyce.gutierrez@akerman.com
Mark A Boyle, Eservice@Insurance-Counsel.com
Mark A Boyle, MBoyle@Insurance-Counsel.com
Mark A Boyle, InsuranceCounsel2050@gmail.com
Mark J. Heise, mheise@hsmpa.com

Mark J. Sullivan, sullivanm@kleinpark.com
Mark J. Sullivan, piersonj@kleinpark.com
Mark J. Sullivan, montanem@kleinpark.com
Mark R. Antonelli, mantonelli@gaebemullen.com
Mark R. Antonelli, cgreer@gaebemullen.com
Mark R. Antonelli, lbeggs@gaebemullen.com
Matthew Wildner, mjwildner@mdwcg.com
Matthew Wildner, kafriday@mdwcg.com
Meghan C Moore Moore, meghan.moore@flastergreenberg.com
Meghan C Moore Moore, betty.plasencia@flastergreenberg.com
Michael Caballero, mcaballero@hsmpa.com
Michael F. Suarez, MFS-KD@kubickidraper.com
Michael F. Suarez, mfs@kubickidraper.com
Michael I. Goldberg, michael.goldberg@akerman.com
Michael I. Goldberg, charlene.cerda@akerman.com
Michael I. Goldberg, kimberly.smiley@akerman.com
Michael J Thomas, thomasmic@gtlaw.com
Michael J Thomas, cordovam@gtlaw.com
Michael J Thomas, flservice@gtlaw.com
Michael S Hooker, michael.hooker@phelps.com
Michael S Hooker, guy.mcconnell@phelps.com
Michael S Hooker, renee.hogue@phelps.com
Mitchel Chusid, mchusid@ritterchusid.com
Mitchel Chusid, karenz@ritterchusid.com
Mitchel Chusid, ifeliciano@ritterchusid.com
Mustafa Hasan Dandashly, pleadings@goldbergandrosen.com
Mustafa Hasan Dandashly, mdandashly@goldbergandrosen.com
Mustafa Hasan Dandashly, evelyn@goldbergandrosen.com
Nicole Juarez, njuarez@hsmpa.com
Oscar E. Marrero, oem@marrerolegal.com
Patricia Melville, pmelville@hsmpa.com
Paul A. Avron, pavron@bergersingerman.com
Paul J. Schwiep, pschwiep@coffeyburlington.com
Paul J. Schwiep, yvb@coffeyburlington.com
Paul J. Schwiep, service@coffeyburlington.com
Paul Jon Layne, playne@silvasilva.com
Paul Jon Layne, mromera@silvasilva.com
Paul Jon Layne, vramos@silvasilva.com

Paul S Singerman, singerman@bergersingerman.com
Paul S Singerman, mdiaz@bergersingerman.com
Paul S Singerman, efile@bergersingerman.com
Paul Steven Labiner, Pleadings@PIALawCenter.com
Rachel W. Furst, rwf@grossmanroth.com
Rachel Wagner Furst, rwf@grossmanroth.com
Ralph George Patino, service@patinolaw.com
Ralph George Patino, rpatino@patinolaw.com
Ralph George Patino, cluna@patinolaw.com
Rami Shmuely, rshmuely@cmslawgroup.com
Randy M Weber, rmweber@pwdlawfirm.com
Randy M Weber, ngarcia@pwdlawfirm.com
Ricardo Manoel Martinez-Cid, rmcid@podhurst.com
Ricardo Manoel Martinez-Cid, RMCTeam@podhurst.com
Ricardo Manoel Martinez-Cid, lbarrington@podhurst.com
Robert J. Mongeluzzi, rmongeluzzi@smbb.com
Robert J. Mongeluzzi, jgoodman@smbb.com
Robert J. Mongeluzzi, sdordick@smbb.com
Robert L Switkes, Rswitkes@switkeslaw.com
Robert L Switkes, paralegal@switkeslaw.com
Robert L Switkes, bzappala@switkeslaw.com
Robert M Klein, kleinr@kleinpark.com
Robert M Klein, piersonj@kleinpark.com
Robert M Klein, carrillom@kleinpark.com
Rosalyn Lax, rlax@hsmpa.com
Ruben Honik, ruben@honiklaw.com
Ryan A Waton, rwaton@zdlaw.com
Ryan J. Yaffa, rjy@grossmanroth.com
Ryan M. Charlson, ryan.charlson@csklegal.com
Ryan M. Charlson, nicole.kaufman@csklegal.com
Ryan Thomas Hopper, hopperr@gtlaw.com
Ryan Thomas Hopper, ryan.t.hopper@gmail.com
Ryan Thomas Hopper, thomasm@gtlaw.com
STEVEN JEFFREY BRODIE, sbrodie@carltonfields.com
STEVEN JEFFREY BRODIE, ldelpino@carltonfields.com
Scott Andrew Hiaasen, shiaasen@coffeyburlington.com
Scott Andrew Hiaasen, lperez@coffeyburlington.com
Scott Andrew Hiaasen, service@coffeyburlington.com

Sergio Bueno, sergio.bueno@clydeco.us
Sergio Bueno, Audrie.Finney@clydeco.us
Sergio Bueno, miainsfilings@clydeco.us
Sergio L Mendez, sergio@mendezandmendezlaw.com
Sergio L Mendez, service@mendezandmendezlaw.com
Sergio L Mendez, lorena@mendezandmendezlaw.com
Seth M Lehrman, staff.efile@epllc.com
Seth M Lehrman, seth@epllc.com
Seth M Lehrman, iris@epllc.com
Seth M Schimmel, seth.schimmel@phelps.com
Seth M Schimmel, yolanda.vazquez@phelps.com
Shannon Lyn Nunez del Prado, sdelprado@pwdlawfirm.com
Stuart Z Grossman, szg@grossmanroth.com
Stuart Z Grossman, lka@grossmanroth.com
Tal J Lifshitz, tjl@kttlaw.com
Tal J Lifshitz, ya@kttlaw.com
Tal J Lifshitz, fsr@kttlaw.com
Tal J. Lifshitz, tjl@kttlaw.com
Tal J. Lifshitz, ya@kttlaw.com
Thomas A. Robes, Trobes@robeslawgroup.com
Thomas A. Robes, jbuchko@robeslawgroup.com
Thomas A. Robes, dmarie@robeslawgroup.com
Todd Romano, Todd@RomanolawGroup.com
Valerie Shea, vshea@goldbergsegalla.com
Wanda Monteverde, monteverdew@kleinpark.com
William F. Merlin Jr, cmerlin@merlinlawgroup.com
William F. Merlin Jr, ssmith@merlinlawgroup.com
William F. Merlin Jr, trodriguez@merlinlawgroup.com
William J Tinsley Jr., william.tinsley@phelps.com
William J Tinsley Jr., yolanda.vazquez@phelps.com
William P. Mulligan, wpm@grossmanroth.com
William P. Mulligan, lka@grossmanroth.com
Yechezkel Rodal, chezky@forthepeople.com
Yechezkel Rodal, rmongeluzzi@smbb.com
Yechezkel Rodal, jgoodman@smbb.com
Yechezkel Rodal, chezky@forthepeople.com
Yitzhak Levin, ylevin@levinlitigation.com
Yitzhak Levin, service@levinlitigation.com

Yummy Marrero, Ymarrero@gaebemullen.com

Physically Served:

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO: 2021-015089-CA-01
SECTION: CA43
JUDGE: Michael Hanzman

In Re: Champlain Towers South Collapse Litigation
Plaintiff(s)

vs.

N/A
Defendant(s)
_____/

ORDER GRANTING, IN PART, TOWN OF SURFSIDE'S MOTION TO AUTHORIZE TOWN AS A PARTICIPANT UNDER THE PROTOCOLS FOR INSPECTION, INCLUDING INVASIVE TESTING

This cause came before the Court on December 15, 2021, upon the Town of Surfside's ("Town") Motion to Authorize Town as a Participant Under the Protocol for Inspection, Documentation, and Storage of Components, Remnants, and Debris of the Champlain Towers Collapse ("Motion"), and the Court having reviewed the Motion and support, having heard argument of counsel, and being otherwise fully advised in the premises finds and orders as follows:

Findings

A. The Town, based on its status as either the local government entity in which the property on which the Champlain Towers South Condominium building was situated (the "Property") or as a potential defendant put on notice of potential claims pursuant to Sec. 768.28, Fla. Stat., has no constitutional or statutory right to access the Property, nor does it have any right to compulsory process, absent a warrant or other lawful circumstance.

Exhibit 2

B. The Court, however, does have discretion to control matters of discovery and matters of production of evidence and compulsory process.

C. In addition, the Town has received notice of potential litigation in this case and it is at least possible that once the six-month notice period required by Section 768.28, Fla. Stat. is over, the Town may be a party to this litigation. Accordingly, the Town has an interest in the outcome of this litigation. Nothing in this Order should be construed as giving the Town or its expert any "aura of independence."

D. While the Legislature gives the Town the right to an investigatory period, the Town does not have the right to compulsory process through Section 768.28, Fla. Stat., unless and until it is a named defendant in this or any other litigation relating to the Champlain Towers South collapse

E. The Court finds that the Motion presents the Court with a matter of discretion.

Therefore, it is ordered and adjudged as follows:

1. Subject to the Court's rulings on the record at the hearing on the Motion, the Court will exercise its discretion to afford the Town the right to participate in the parties' agreed upon protocol as adopted by the Court.
2. The Town will be bound by that protocol and will not be able to deviate from the adopted protocol in any way.
3. The parties are free to accept the input from non-parties, including the Town, and its experts, in drafting and preparing a protocol to be submitted to the Court. However, the parties are not bound to accept any changes proposed by the Town and are free to adopt or disregard any of the Town's suggestions as the parties see fit.

4. Once the protocol is adopted by the Court in an appropriate order, the Town will be permitted to participate in the protocol subject to the following limitations: The Town may not cause any delay whatsoever, any disruption, or any other problems of any nature with regard to the efficient implementation of the protocol;The Town will not be entitled to any additional testing on site, which is not sought by the parties, absent leave of Court.
5. If deemed warranted, the Court will not hesitate to revoke the privilege of participation which the Town has been given through this Order and require the Town's experts removed from the Property.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 22nd day of December, 2021.

2021-015089-CA-01 12-22-2021 1:36 PM
Hon. Michael Hanzman

CIRCUIT COURT JUDGE
Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

Electronically Served:
Aaron Podhurst, apodhurst@podhurst.com
Aaron Podhurst, dricker@podhurst.com
Adam A Schwartzbaum, adams@moskowitz-law.com
Adam A Schwartzbaum, service@moskowitz-law.com
Adam A Schwartzbaum, dione@moskowitz-law.com
Adam Moskowitz, adam@moskowitz-law.com
Adam Moskowitz, dione@moskowitz-law.com
Adam Moskowitz, service@moskowitz-law.com

Alfred Armas, alfred@armaslaw.com
Alison E Patino, apatino@patinolaw.com
Amanda Anderson, AAnderson@insurance-counsel.com
Andrew B. Yaffa, aby@grossmanroth.com
Andrew B. Yaffa, omb@grossmanroth.com
Andrew M Feldman, feldmana@kleinpark.com
Andrew M Feldman, montanem@kleinpark.com
Andrew M Feldman, piersonj@kleinpark.com
Andrew P. Gold, Esq., andrew.gold@akerman.com
Andrew P. Gold, Esq., jill.parnes@akerman.com
Andrew Paul Gold, andrew.gold@akerman.com
Andrew Paul Gold, jill.parnes@akerman.com
Anthony Perez, aperez@hsmpa.com
Aron Raskas, araskas@gunster.com
Aron Raskas, avalido@gunster.com
Aron Raskas, eservice@gunster.com
Benjamin Fernandez, IV, bfernandez@silvasilva.com
Benjamin Fernandez, IV, tgomez@silvasilva.com
Bradford R. Sohn, brad@sohn.com
Bradford R. Sohn, paralegal@bradsohnlaw.com
Bradford R. Sohn, service.bradsohnlaw@gmail.com
Bradley J Edwards, staff.efile@epllc.com
Bradley J Edwards, brad@epllc.com
Bradley J Edwards, maria@epllc.com
Brenda Radmacher, brenda.radmacher@akerman.com
Brian S Dervishi, bdervishi@wdpalaw.com
Brian S Dervishi, service@wdpalaw.com
Carlos M. Macias, macias@leesfield.com
Carlos M. Macias, becerra@leesfield.com
Carlos M. Macias, abreu@leesfield.com
Carolyn M. Luna, cluna@patinolaw.com
Christine L. Welstead, christine.welstead@bowmanandbrooke.com
Christine L. Welstead, ashleigh.carroll@bowmanandbrooke.com
Christine L. Welstead, lisa.morales@bowmanandbrooke.com
Christopher L Barnett, barnettch@gtlaw.com
Christopher S Carver, christopher.carver@akerman.com
Christopher S Carver, cary.gonzalez@akerman.com
Cole Scott &Kissane PA, Ryan.Charlson@csklegal.com

Cole Scott &Kissane PA, Ryan.Soohoo@csklegal.com
Cole Scott &Kissane PA, Construction.FTLW@csklegal.com
Cosme Caballero, ccaballero@deutschblumberg.com
Cosme Caballero, kdominguez@deutschblumberg.com
Cosme Caballero, rvargas@deutschblumberg.com
Cosme Caballero, Esq., ccaballero@deutschblumberg.com
Cosme Caballero, Esq., bblumberg@deutschblumberg.com
Curtis Miner, curt@colson.com
Curtis Miner, claudiav@colson.com
Curtis Miner, eservice@colson.com
David B. Weinstein, weinsteind@gtlaw.com
David B. Weinstein, thomasm@gtlaw.com
David L Rosinsky Esq., LUKSFLL-Pleadings@LS-LAW.COM
David L Rosinsky Esq., Drosinsky@insurancedefense.net
David L Rosinsky Esq., drosenbaum@insurancedefense.net
David M. Murray, dmmurray@miami-airport.com
David M. Murray, dmmurray@miami-airport.com
David M. Murray, rmartin@miami-airport.com
David M. Wells, dwells@gunster.com
David M. Wells, dculmer@gunster.com
David M. Wells, eservice@gunster.com
David Stanoch, david@honiklaw.com
Dorian N. Daggs, ddaggs@hsmpa.com
Douglas J. Kress, dkress@schwedpa.com
Douglas J. Kress, lrandell@schwedpa.com
Douglas J. Kress, amarcus@schwedpa.com
Dustin C. Blumenthal, dblumenthal@goldbergsegalla.com
Dustin C. Blumenthal, ppowers@goldbergsegalla.com
Edward Marod, emarod@gunster.com
Edward Marod, dpeterson@gunster.com
Edward R. Blumberg, erb@deutschblumberg.com
Edward R. Blumberg, rmitchell@deutschblumberg.com
Edward R. Blumberg, kdominguez@deutschblumberg.com
Elliot H. Scherker, scherkere@gtlaw.com
Elliot H. Scherker, miamiappellateservice@gtlaw.com
Eric P. Hockman, ehockman@wsh-law.com
Eric P. Hockman, lmartinez@wsh-law.com
Eric Page Hockman, ehockman@wsh-law.com

Eric Page Hockman, lmartinez@wsh-law.com
Eric S Kay, ekay@kttlaw.com
Eric S Kay, ga@kttlaw.com
Eric S Kay, agarcia@kttlaw.com
Felipe Gonzalez, fgonzalez@switkeslaw.com
Felipe Gonzalez, paralegal@switkeslaw.com
Felipe Gonzalez, paralegal@switkeslaw.com
Frank Florio, FFlorio@gunster.com
George R Truitt Jr., george.truitt@csklegal.com
George R Truitt Jr., construction.miami@csklegal.com
Gonzalo Barr, gbarr@dldlawyers.com
Gonzalo Barr, viviane@dldlawyers.com
Gonzalo Dorta, grd@dortalaw.com
Gonzalo R Dorta, grd@dortalaw.com
Gonzalo R Dorta, jpedraza@dortalaw.com
Gonzalo R Dorta, jgonzalez@dortalaw.com
Graham LippSmith, g@lippsmith.com
Graham LippSmith, mb@lippsmith.com
Graham LippSmith, cca@lippsmith.com
H. Clay Roberts, gloria@robertspa.com
H. Clay Roberts, roberts@robertspa.com
H. Clay Roberts, jennifer@robertspa.com
Hali E Marsocci, Hali@RomanoLawGroup.com
Hali E Marsocci, Becky@RomanoLawGroup.com
Hali E Marsocci, Service@RomanoLawGroup.com
Harley S. Tropin Esq., hst@kttlaw.com
Harley S. Tropin Esq., sf@kttlaw.com
Harley Tropin, hst@kttlaw.com
Henry Lawrence Perry, lperry@perry-young.com
Henry Lawrence Perry, kroberson@perry-young.com
Henry Lawrence Perry, frichard@perry-young.com
Henry N. Wixon, henry.wixon@nist.gov
Houston S. Park III, parkh@kleinpark.com
Houston S. Park III, harriss@kleinpark.com
Howard M Bushman, howard@moskowitz-law.com
Howard M Bushman, dione@moskowitz-law.com
JOHN H RUIZ, jruiz@msprecoverylawfirm.com
JOHN H RUIZ, serve@msprecoverylawfirm.com

JOHN H RUIZ, jruiz@msprecovery.com
Janel C. Diamond, jdiamond@gunster.com
Javier A. Lopez Esq., jal@kttlaw.com
Javier A. Lopez Esq., ya@kttlaw.com
Javier A. Lopez Esq., fsr@kttlaw.com
Javier Zapata, jzapata@miamidade.gov
Jeffrey Michael Cohen, jmcohen@cfjblaw.com
Jeffrey Michael Cohen, schacon@carltonfields.com
Jeffrey Michael Cohen, miaecf@cfdom.net
Jillian M Askren, askrenj@gtlaw.com
Jillian M Askren, thomasm@gtlaw.com
Joel L McNabney, joel.mcnabney@clydeco.us
Joel L McNabney, Audrie.Finney@clydeco.us
Joel L McNabney, miainsfilings@clydeco.us
John B. Morgan, jmorgan@forthepeople.com
John B. Morgan, kmitnik@forthepeople.com
John B. Morgan, andrew@forthepeople.com
John Davis, jdavis@slackdavis.com
John H. Ruiz, jruiz@msprecoverylawfirm.com
John H. Ruiz, serve@msprecoverylawfirm.com
John H. Ruiz, afernandez@msprecoverylawfirm.com
John Romano, John@RomanoLawGroup.com
John Scarola, _scarolateam@searcylaw.com
John Scarola, mmccann@searcylaw.com
John Scarola, _scarolateam@searcylaw.com
Jonathan E Kanov, jekanov@mdwcg.com
Jonathan E Kanov, kafriday@mdwcg.com
Jordi Guso, jguso@bergersingerman.com
Jordi Guso, drt@bergersingerman.com
Jordi Guso, fsellers@bergersingerman.com
Jorge A Calil Esq., jorge@jcalillaw.com
Jorge A Calil Esq., jeannie.calillaw@gmail.com
Jorge L. Piedra, jpiedra@kttlaw.com
Jorge L. Piedra, ga@kttlaw.com
Jorge Silva, jsilva@silvasilva.com
Jorge Silva, csilva@silvasilva.com
Jorge Silva, hsoto@silvasilva.com
Joseph H. Serota, jserota@wsh-law.com

Joseph H. Serota, lmartinez@wsh-law.com
Joseph M. Kaye, joseph@moskowitz-law.com
Joseph M. Kaye, dione@moskowitz-law.com
Josh M Rubens, jrubens@klugerkaplan.com
Josh M Rubens, cfalla@klugerkaplan.com
Josh M Rubens, cfernandez@klugerkaplan.com
Joshua Talcovitz, TalcovitzJ@kleinpark.com
Judd G. Rosen, pleadings@goldbergandrosen.com
Judd G. Rosen, jgrsecy@goldbergandrosen.com
Julia Holden-Davis, JHoldenDavis@gunster.com
Julia Holden-Davis, dholland@gunster.com
Julian S. Geraci Esq., jgeraci@pbcgov.org
Julian S. Geraci Esq., aairey@pbcgov.org
Karen B Parker, kparker@kbparkerlaw.com
Karen B Parker, fmartinez@kbparkerlaw.com
Karen B Parker, ebacker@kbparkerlaw.com
Kenneth R Drake, kendrake@dldlawyers.com
Kenneth R Drake, viviane@dldlawyers.com
Kerry L. Burns, kburns@bergersingerman.com
Kerry L. Burns, efile@bergersingerman.com
Laritza Orozco, Orozcol@kleinpark.com
Laura Adams, lauraadams@miamisao.com
Lauren E. Morse, laurenm@miamidade.gov
Lauren E. Morse, olga1@miamidade.gov
Lauren E. Morse, hern@miamidade.gov
Lauren Morse, lauren.morse@miamidade.gov
Luis Eduardo Suarez, lsuarez@hsmpa.com
Luis Eduardo Suarez, filings@hsmpa.com
Manual Arteaga-Gomez, aag@grossmanroth.com
Marc J. Gottlieb, marc.gottlieb@akerman.com
Marc J. Gottlieb, joyce.gutierrez@akerman.com
Marc J. Gottlieb, Esq., marc.gottlieb@akerman.com
Marc J. Gottlieb, Esq., joyce.gutierrez@akerman.com
Mark A Boyle, Eservice@Insurance-Counsel.com
Mark A Boyle, MBoyle@Insurance-Counsel.com
Mark A Boyle, InsuranceCounsel2050@gmail.com
Mark J. Heise, mheise@hsmpa.com
Mark J. Sullivan, sullivanm@kleinpark.com

Mark J. Sullivan, piersonj@kleinpark.com
Mark J. Sullivan, montanem@kleinpark.com
Mark R. Antonelli, mantonelli@gaebemullen.com
Mark R. Antonelli, cgreer@gaebemullen.com
Mark R. Antonelli, lbeggs@gaebemullen.com
Matthew Wildner, mjwildner@mdwcg.com
Matthew Wildner, kafriday@mdwcg.com
Meghan C Moore Moore, meghan.moore@flastergreenberg.com
Meghan C Moore Moore, betty.plasencia@flastergreenberg.com
Michael Caballero, mcaballero@hsmpa.com
Michael F. Suarez, MFS-KD@kubickidraper.com
Michael F. Suarez, mfs@kubickidraper.com
Michael I. Goldberg, michael.goldberg@akerman.com
Michael I. Goldberg, charlene.cerda@akerman.com
Michael I. Goldberg, kimberly.smiley@akerman.com
Michael J Thomas, thomasmic@gtlaw.com
Michael J Thomas, cordovam@gtlaw.com
Michael J Thomas, flservice@gtlaw.com
Mitchel Chusid, mchusid@ritterchusid.com
Mitchel Chusid, karenz@ritterchusid.com
Mitchel Chusid, ifeliciano@ritterchusid.com
Mustafa Hasan Dandashly, pleadings@goldbergandrosen.com
Mustafa Hasan Dandashly, mdandashly@goldbergandrosen.com
Mustafa Hasan Dandashly, evelyn@goldbergandrosen.com
Nicole Juarez, njuarez@hsmpa.com
Patricia Melville, pmelville@hsmpa.com
Paul A. Avron, pavron@bergersingerman.com
Paul J. Schwiep, pschwiep@coffeyburlington.com
Paul J. Schwiep, yvb@coffeyburlington.com
Paul J. Schwiep, service@coffeyburlington.com
Paul Jon Layne, playne@silvasilva.com
Paul Jon Layne, mromera@silvasilva.com
Paul Jon Layne, vramos@silvasilva.com
Paul S Singerman, singerman@bergersingerman.com
Paul S Singerman, mdiaz@bergersingerman.com
Paul S Singerman, efile@bergersingerman.com
Paul Steven Labiner, Pleadings@PIALawCenter.com
Rachel W. Furst, rwf@grossmanroth.com

Rachel Wagner Furst, rwf@grossmanroth.com
Ralph George Patino, service@patinolaw.com
Ralph George Patino, rpatino@patinolaw.com
Ralph George Patino, cluna@patinolaw.com
Rami Shmuely, rshmuely@cmslawgroup.com
Ricardo Manoel Martinez-Cid, rmcid@podhurst.com
Ricardo Manoel Martinez-Cid, RMCTeam@podhurst.com
Ricardo Manoel Martinez-Cid, lbarrington@podhurst.com
Robert J. Mongeluzzi, rmongeluzzi@smbb.com
Robert J. Mongeluzzi, jgoodman@smbb.com
Robert J. Mongeluzzi, sdordick@smbb.com
Robert L Switkes, Rswitkes@switkeslaw.com
Robert L Switkes, paralegal@switkeslaw.com
Robert L Switkes, bzappala@switkeslaw.com
Robert M Klein, kleinr@kleinpark.com
Robert M Klein, piersonj@kleinpark.com
Robert M Klein, carrillom@kleinpark.com
Rosalyn Lax, rlax@hsmpa.com
Ruben Honik, ruben@honiklaw.com
Ryan A Waton, rwaton@zdlaw.com
Ryan J. Yaffa, rjy@grossmanroth.com
Ryan Thomas Hopper, hopperr@gtlaw.com
Ryan Thomas Hopper, ryan.t.hopper@gmail.com
Ryan Thomas Hopper, thomasm@gtlaw.com
STEVEN JEFFREY BRODIE, sbrodie@carltonfields.com
STEVEN JEFFREY BRODIE, ldelpino@carltonfields.com
Scott Andrew Hiaasen, shiaasen@coffeyburlington.com
Scott Andrew Hiaasen, lperez@coffeyburlington.com
Scott Andrew Hiaasen, service@coffeyburlington.com
Sergio L Mendez, sergio@mendezandmendezlaw.com
Sergio L Mendez, service@mendezandmendezlaw.com
Sergio L Mendez, lorena@mendezandmendezlaw.com
Seth M Lehrman, staff.efile@epllc.com
Seth M Lehrman, seth@epllc.com
Seth M Lehrman, iris@epllc.com
Stuart Z Grossman, szg@grossmanroth.com
Stuart Z Grossman, lka@grossmanroth.com
Tal J Lifshitz, tjl@kttlaw.com

Tal J Lifshitz, ya@kttlaw.com
Tal J Lifshitz, fsr@kttlaw.com
Tal J. Lifshitz, tjl@kttlaw.com
Tal J. Lifshitz, ya@kttlaw.com
Thomas A. Robes, Trobes@robeslawgroup.com
Thomas A. Robes, jbuchko@robeslawgroup.com
Thomas A. Robes, dmarie@robeslawgroup.com
Todd Romano, Todd@RomanolawGroup.com
Valerie Shea, vshea@goldbergsegalla.com
Wanda Monteverde, monteverdew@kleinpark.com
William F. Merlin Jr, cmerlin@merlinlawgroup.com
William F. Merlin Jr, ssmith@merlinlawgroup.com
William F. Merlin Jr, trodriguez@merlinlawgroup.com
William P. Mulligan, wpm@grossmanroth.com
William P. Mulligan, lka@grossmanroth.com
Yechezkel Rodal, chezky@forthepeople.com
Yechezkel Rodal, rmongeluzzi@smbb.com
Yechezkel Rodal, jgoodman@smbb.com
Yechezkel Rodal, chezky@forthepeople.com
Yitzhak Levin, ylevin@levinlitigation.com
Yitzhak Levin, service@levinlitigation.com
Yummy Marrero, Ymarrero@gaebemullen.com

Physically Served: